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Providence in the the Commission for public uses. All such are prohibited from modifining that form except as permitted by the Bules Reporting Processing Processin	1	The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. <u>This is a likely of the Colorado Real Estate Commission.</u>			
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substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker,  Brokerage Firm, or to any other brokers employed or engaged by Brokerage Firm who are not so designated.  Cone-Person Firm. If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person.  References in this Buyer Listing Contract to Broker of Brokerage Firm mean both the licensed person and brokerage firm, who serve as the Broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.  3. DEFINED TERMS.  3.1. Buyer:  3.2. Brokerage Firm:  3.3. Broker:  3.4. Property Property means real estate which substantially meets the following requirements or is acceptable to Buyer:  3.5. Purchase: Lease.  3.5.1. A "Purchase" of Property means the acquisition of any interest in the Property or the creation of the right to acquire any interest in the Property, including a contract for sale or lease by the Buyer, directly or indirectly, or any other person or entity on whose behalf the Buyer acts. It also includes an agreement to acquire any ownership interest in an entity that owns the Property.  3.5.2. If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. "Lease of Property" or "cases" means any agreement between a landlord and the Buyer to create a tenancy or leasehold interest in the Property. The rights and duties owed under this Buyer Listing Contract apply to a Lease of the Property and the term Lease is synonymous with the term Purchase when used in reference to the rights and duties under this Buyer Listing Contract.  3. Listing Period. The Listing Period of this Buyer Listing Contract begins on and continues through the earlier of (1) completion of the Purchase of Property or Lease of Property or (2)					
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	51		d continues		
No. BC60_6-24. EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT  Page 1 of 7	52	through the earlier of (1) completion of the Purchase of Property or Lease of Property or (2)			
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No. BC60_6_24. EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT Page 1 of 7					
		No. BC60_6-24. EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT Page 1 of 7			

- Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Buyer Listing Contract.
  - Day; Computation of Period of Days, Deadline.
- 3.8.1. Day. As used in this Buyer Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
- 3.8.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

## 4. BROKERAGE RELATIONSHIP.

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- 4.1. If the Buyer Agency box at the top of page 1 is checked, Broker represents Buyer as Buyer's limited agent (Buyer's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction, Broker.
- 4.2. In-Company Transaction Different Brokers. When the seller and Buyer in a transaction are working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Buyer acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a seller.
- 4.3. In-Company Transaction One Broker. If the seller and Buyer are both working with the same Broker, Broker will function as:
- Buyer's Agent. If the Buyer Agency box at the top of page 1 is checked, the parties agree the following applies: 4.3.1. **4.3.1.1.** Buyer Agency Unless Brokerage Relationship with Both. Broker represents Buyer as Buyer's Agent and must treat the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship with Buyer, However, if Broker delivers to Buyer a written Change of Status that Broker has a brokerage relationship with the seller then Broker is working with both Buyer and seller as a Transaction Broker. If the box in § 4.3.1.2. (Buyer Agency Only) is checked, § 4.3.1.2. (Buyer Agency Only) applies instead.

  4.3.1.2. Buyer Agency Only. If this box is checked, Broker represents Buyer as Buyer's Agent and must treat
- the seller as a customer.
- Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.
- 5. BROKERAGE DUTIES. Broker, acting on behalf of -Brokerage Firm as either a Transaction-Broker or a Buyer's Agent, must perform the following Uniform Duties when working with Buyer:
  - Broker must exercise reasonable skill and care for Buyer, including but not limited to the following: 5.1.
    - 5.1.1. Performing the terms of any written or oral agreement with Buyer;
- 5.1.2. Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a contract for the Purchase or Lease of Property;
  - Disclosing to Buyer adverse material facts actually known by Broker; 5.1.3.
- 5.1.4. Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
  - 5.1.5. Accounting in a timely manner for all money and property received; and5.1.6. Keeping Buyer fully informed regarding the transaction.

  - Broker must not disclose the following information without the informed consent of Buyer:
    - 5.2.1. 5.2.2. That Buyer is willing to pay more than the purchase or lease price offered for the Property;
    - What Buyer's motivating factors are;
    - 5.2.3. That Buyer will agree to financing terms other than those offered; or
- Any material information about Buyer unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing.
- Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer
- 5.43. Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing buyers in attempting to purchase a particular property.

109	5.54. Broker is not obligated to seek other properties while Buyer is already a party to a contract for the Purchase or Lease of
110	Property.
111	5.65. Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to
112	independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to
113	conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made
114	by Buyer.
115	<b>5.76.</b> Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not
116	limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer
117	intends to occupy the Property as a principal residence.
118 119	5.87. Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.
	C ADDITIONAL DURING OF DAILY FIRE CENTER OF THE COLUMN ASSESSMENT OF TH
120	6. ADDITIONAL DUTIES OF BUYER'S AGENT. If the Buyer Agency box at the top of page 1 is checked, Broker is Buyer's
121	Agent, with the following additional duties:
122	6.1. Promoting the interests of Buyer with the utmost good faith, loyalty, and fidelity;
123	6.2. Seeking a price and terms that are acceptable to Buyer; and
124	<b>6.3.</b> Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.
125	7. COMPENSATION TO BROKERAGE FIRM. In consideration of the services to be performed by Broker, Brokerage Firm
126	will be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. Unless
127	approved by Buyer, in writing, Brokerage Firm is not entitled to receive additional compensation, bonuses, and incentives paid by
128	listing seller's brokerage firm or seller.
129	7.1. Brokerage Firm's Fee – Purchase.
130	7.1.1. Success Fee. Brokerage Firm will be paid as follows:
	7.1.1. Success ree: Blokelage Film will be paid as follows.  7.1.1.1. Amount. A fee equal to% of the purchase price, or \$, except
131	
132	as provided in § 7.1.1.2.
133	7.1.1.2. Adjusted Amount. See § 21-23 (Additional Provisions) or Other
134	7.1.1.3. When Earned; When Payable – Purchase. The Success Fee is earned by Brokerage Firm upon the
135	Purchase of Property and is due and payable upon closing of the transaction. If any transaction fails to close as a result of the seller's
136	default with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's
137	default, in whole or in part, the Success Fee will not be waived; such fee is payable upon Buyer's default, but not later than the date
138	that the closing of the transaction was to have occurred.
139	7.1.2. Hourly Fee. Brokerage Firm will be paid \$ per hour for time spent by Broker pursuant to this
140	Buyer Listing Contract up to a maximum total fee of \$ This hourly fee is payable to Brokerage Firm upon receipt of an
141	invoice from Brokerage Firm.
142	7.1.3. Retainer Fee. Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$ due and payable
143	upon signing of this Buyer Listing Contract. This amount \[ \begin{array}{c} \begin{array}{
144	apoil signing of this Buyer Esting Contage. This amount   Will   Will 100 be created against other rees payable to Brokelage.
	7.1.4. Other Compensation.
145	
146	7.2. Brokerage Firm's Fee Lease. If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee as follows, less any
147	amounts paid by the listing seller's brokerage firm or landlord:
148	7.2.1. Amount
149	except as provided in § 72.2.
150	7.2.2. Adjusted Amount. See § 21-23 (Additional Provisions) or Other
151	7.2.3. Other.
152	7.2.4. When Earned; When Payable - Lease. This Lease fee is earned upon the mutual execution of the Lease. One-
153	half of this Lease fee is payable upon mutual execution of the Lease and one-half upon possession of the premises by tenant or as
154	follows: . If the Lease, executed after the date of this Buyer Listing Contract, contains
155	an option to extend or renew, or if Buyer expands into additional space within the building or complex where the Property is located,
156	Brokerage Firm Will Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If Brokerage
157	Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and its payment are as follows:
	Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and its payment are as follows:
158	
159	If neither box is checked, Broker will not be paid a fee upon any such extension, renewal, or expansion.
160	7.3. Who Will Pay Brokerage Firm's Success Fee.
161	7.3.1. Seller's Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay. Broker is authorized and instructed
162	to request payment of Brokerage Firm's Success Fee from one or both of the following: (1) the seller's brokerage firm, or; (2) seller.
163	Buyer is obligated to pay any portion of the Success Fee which is not paid by the seller's brokerage firm or seller, but only if Broker
164	discloses to Buyer the amount Buyer must pay, in writing and prior to Buyer entering into a contract with the seller.

165 166 167	7.3.2. Buyer Will Pay. Buyer is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled to receive additional compensation, bonuses or incentives from <a a="" agreement="" any="" broker.<="" href="https://linear.new.new.new.new.new.new.new.new.new.new&lt;/th&gt;&lt;th&gt;&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;168&lt;br&gt;169&lt;br&gt;170&lt;br&gt;171&lt;br&gt;172&lt;br&gt;173&lt;br&gt;174&lt;br&gt;175&lt;br&gt;176&lt;br&gt;177&lt;/td&gt;&lt;td&gt;If no box is checked above, then § 7.3.1. (Listing Seller's Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay) will apply.  7.4. Holdover Period. Brokerage Firm's Success Fee applies to Property contracted for (or leased if § 3.5.2. is checked) during the Listing Period of this Buyer Listing Contract or any extensions and also applies to Property contracted for or leased within calendar days after the Listing Period expires (Holdover Period) (1) if the Property is one on which Broker negotiated and (2) if Broker submitted its address or other description in writing to Buyer during the Listing Period (Submitted Property). However, Buyer Will Will Not owe the Brokerage Firm's Success Fee under §§ 7.1., 7.2., 7.3.1. and 7.3.2. as indicated if compensation is earned by another brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period, and a Purchase or Lease of the Submitted Property is consummated. If no box is checked in this § 7.4., then Buyer does not owe the Brokerage Firm's Success Fee to Brokerage Firm.&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;179&lt;br&gt;180&lt;br&gt;181&lt;/td&gt;&lt;td&gt;accept compensation from any other person or entity in connection with the Property without the written consent of Buyer. Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive mark-ups or other compensation for services performed by any third-party or affiliated business entity unless Buyer signs a separate written consent for such services.&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;182&lt;br&gt;183&lt;br&gt;184&lt;br&gt;185&lt;br&gt;186&lt;br&gt;187&lt;/td&gt;&lt;td&gt;9. BUYER'S OBLIGATIONS TO BROKER. Buyer agrees to conduct all negotiations for the Property only through Broker and to refer to Broker all communications received in any form from brokers, prospective sellers, or any other source during the Term of this Buyer Listing Contract. Buyer represents that Buyer &lt;math&gt;[]&lt;/math&gt; Is &lt;math&gt;[]&lt;/math&gt; Is Not currently a party to any agreement with any other broker to represent or assist Buyer in the location or Purchase or Lease of Property. Buyer further represents that Buyer &lt;math&gt;[]&lt;/math&gt; Has Not received a list of any " lease="" listing="" or="" other="" previous="" property="" property"="" purchase="" pursuant="" submitted="" td="" to="" with=""><td></td></a>	
188 189 190	10. OWNER'S ASSOCIATION. Buyer acknowledges that Property may be located within a common interest community, and if so, Buyer will be required to be a member of the owner's association for the community and will be subject to the covenants of the association, including, but not limited to, the requirement to pay association assessments.	
191 192 193	11. BUYER DUE DILIGENCE. Buyer is advised to perform all appropriate due diligence including, but not limited to, verifying the accuracy and completeness of statements made by the seller or seller's broker and any information regarding the Property contained in the Multiple Listing Service, marketing materials, owner's association documents, or any other sources.	
194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210	12. DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in this Contract, the non-defaulting party has the following remedies:  1912.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Buyer Listing Contract, Buyer has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to damages. Any rights of Buyer that accrued prior to cancellation will survive such cancellation. Buyer's notice of cancellation must be made in writing, identify the basis for cancellation, and be delivered to Broker in accordance with § 26.  1012.2. If Buyer is in Default. In the event the Buyer fails to substantially perform under this Buyer Listing Contract, including Buyer's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Buyer Listing Contract upon written notice to Buyer. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation to include Brokerage Firm's damages. Such damages may include, but are not limited to, the Broker's out-of-pocket costs or the amount of compensation Broker would have earned under § 7. Brokerage Firm's notice of cancellation must be made in writing, identify the basis for cancellation, and be delivered to Buyer in accordance with § 26.  1113. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources unless Buyer has agreed, in writing, -to pay for them promptly when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm is obligated to advance funds for Buyer. Buyer must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Buyer.  1214. BROKERAGE SERVICES; SHOWING PROPERTIES.	
212 213 214 215 216	1214.1. Brokerage Services. The following additional tasks will be performed by Broker:	
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217 218 219 220	1214.2. Showing Properties. Buyer acknowledges that Broker has explained the possible methods used by listing seller's brokers and sellers to show properties and the limitations (if any) on Buyer and Broker being able to access properties due to such methods. Broker's limitations on accessing properties are as follows:	
221 222	Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:	
223 224 225	1315. DISCLOSURE OF BUYER'S IDENTITY. Broker—Buyer Does Does Not grant Broker have—Buyer's permission to disclose Buyer's identity to third parties without prior written consent of Buyer. If neither box is checked, Buyer does not provide such permission.	
226 227 228 229	1416. DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies). Broker cannot require Buyer to use a certain settlement service provider and Buyer can shop and select similar services from other companies. Buyer is ultimately responsible for selecting, qualifying, and paying for settlement service providers who provide services to Buyer.	
230 231 232 233 234	4517. WIRE AND OTHER FRAUDS. Wire and other frauds occur in real estate transactions. Any fime Buyer is supplying confidential information such as social security numbers or bank account numbers, Buyer should provide the information in person or in another secure manner. Wire and other frauds are a significant risk in real estate transactions. Anytime Buyer is supplying confidential information, such as social security numbers and bank account numbers, or transferring or receiving funds, Buyer should provide the information in person or in another secure manner. Wire instructions should only be sent by a Closing Company to the	
235 236 237 238 239	Buyer via encrypted e-mails or encrypted web portals that require end user authentication (i.e., password protected). If encrypted e-mails or encrypted web portals are not available, wire instructions should be delivered by hand, telephone, mail, or overnight courier. Buyer should never reply to an e-mail or call a telephone number included in an e-mail regarding wire instructions or trust changes to wiring instructions received via email without verbal confirmation from a trusted source. To protect against fraud, money should never be wired based on email instructions alone and wire transfer details and payment instructions should always be verified in	
240 241 242 243	person or by telephone using a trusted and independently verified contact number.  1618. REMOVAL OF MARKETING MATERIAL. Buyer acknowledges that marketing material used by the seller and the seller's broker (e.g., videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.	
244 245	4719. NONDISCRIMINATION. Buyer understands and agrees that the Broker may not violate federal, state, or local fair housing laws.	
246 247 248	1820. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Buyer Listing Contract.	
249 250 251 252 253 254 255 256	4921. MEDIATION. If a dispute arises relating to this Buyer Listing Contract, whether prior to or after closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26. The parties will jointly appoint an acceptable mediator and will equally share equally in the cost of such mediation. The obligation to mediateion, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date of written notice requesting mediation was delivered, is delivered by one party to the other at the other party's last known address.	
257 258	2022. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Buyer Listing Contract, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.	
259 260 261 262 263 264	2423. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.):	
	No. BC60_6-24.—EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT Page 5 of 7	

265 266 267 268	2224. ATTACHMENTS. The following are incorp	orated into and made a part of this Buyer Listing Contract:		
269 270	2325. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Buyer Listing Contract is deemed to inure to the benefit of any person other than Buyer, Broker, and Brokerage Firm.			
271	2426. NOTICE, DELIVERY AND CHOICE O	F LAW.		
272	2426.1. Physical Delivery and Notice. Any document or notice to Brokerage Firm or Buyer must be in writing, except as			
273	provided in § 2426.2- and § 26.3 and is effective when 1	physically received by such party, or any individual named in this Buyer		
274	Listing Contract to receive documents or notices for such	party.		
275		sical delivery, any notice may be delivered in electronic form to Brokerage		
276		ng Contract to receive documents or notices for such party, at the electronic		
277	address of the recipient by facsimile, email or	·		
278 279		documents and notice may be delivered by: (1) email at the email address or provided the recipient receives the information necessary to access the		
280	documents, or (3) facsimile at the facsimile number (Fax			
281		act and all disputes arising hereunder are governed by and construed in		
282		ould be applicable to Colorado residents who sign a contract in Colorado		
283	for real property located in Colorado.			
284		. No subsequent modification of any of the terms of this Buyer Listing		
285	Contract is valid, binding upon the parties, or enforceable	unless in writing and signed by the parties.		
286		ontract may be executed by each of the parties separately and when so		
287	executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.			
288	2720 ENTINE ACREMENT. This assume that the second section of the section of the second section of the section			
289				
	whether of a of written, have been merged and integrated	into this Dayor Eisting Contract.		
290	2830. COPY OF CONTRACT. Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker,			
291	including all attachments.			
292		ered sex offender is a matter of concern to Buyer, Buyer understands that		
293	Buyer must contact local law enforcement officials regard	ling obtaining such information.		
294	Brokerage Firm authorizes Broker to execute this Buyer Listing Contract on behalf of Brokerage Firm.			
20.5		D I E'		
295 296	Buyer:	Brokerage Firm:		
297				
298				
299	Buyer's Signature Date	Broker's Signature Date		
300	, ,			
301	Street Address	Brokerage Firm Street Address		
302		- <del> </del>		
303	City, State, Zip	Brokerage Firm City, State, Zip		
304	Discount	Durley Divers Ma		
305 306	Phone No.	Broker Phone No.		
307	Fax No.	Broker Fax No.		
308		210101 2 011 1 (0)		
309	Email Address	Broker Email Address		
310				
311				
312	- <del></del>	_		
313	Buyer's Signature Date			

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No.-BC60\_-6-24.—EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT

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